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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 SOUTHERN DIVISION

11 KEITH SANDERS,

12 Plaintiff,

13 v.

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15 COMENITY CAPITAL BANK,
16 EXPERIAN INFORMATION
17 SOLUTIONS, INC.,

18 Defendants.

} Case No. 8:22-cv-01687 JWH (JDEx)

} STIPULATED PROTECTIVE
ORDER

19 Based on the Stipulation by and between counsel for Plaintiff Keith
20 Sanders and Defendant Experian Information Solutions, Inc., and for good
21 cause shown, the Court finds and orders as follows.

22 1. PURPOSES AND LIMITATIONS

23 Discovery in this action is likely to involve production of confidential,
24 proprietary or private information for which special protection from public
25 disclosure and from use for any purpose other than pursuing this litigation may
26 be warranted. Accordingly, the parties hereby stipulate to and petition the
27 Court to enter the following Stipulated Protective Order. The parties
28 acknowledge that this Order does not confer blanket protections on all

1 disclosures or responses to discovery and that the protection it affords from
2 public disclosure and use extends only to the limited information or items that
3 are entitled to confidential treatment under the applicable legal principles.

4 2. GOOD CAUSE STATEMENT

5 This action is likely to involve trade secrets, customer and pricing lists
6 and other valuable research, development, commercial, financial, technical
7 and/or proprietary information for which special protection from public
8 disclosure and from use for any purpose other than prosecution of this action is
9 warranted. Such confidential and proprietary materials and information
10 consist of, among other things, confidential business or financial information,
11 information regarding confidential business practices, or other confidential
12 research, development, or commercial information (including information
13 implicating privacy rights of third parties), information otherwise generally
14 unavailable to the public, or which may be privileged or otherwise protected
15 from disclosure under state or federal statutes, court rules, case decisions, or
16 common law. Accordingly, to expedite the flow of information, to facilitate the
17 prompt resolution of disputes over confidentiality of discovery materials, to
18 adequately protect information the parties are entitled to keep confidential, to
19 ensure that the parties are permitted reasonable necessary uses of such material
20 in preparation for and in the conduct of trial, to address their handling at the
21 end of the litigation, and serve the ends of justice, a protective order for such
22 information is justified in this matter. It is the intent of the parties that
23 information will not be designated as confidential for tactical reasons and that
24 nothing be so designated without a good faith belief that it has been
25 maintained in a confidential, non-public manner, and there is good cause why
26 it should not be part of the public record of this case.

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1 3. ACKNOWLEDGMENT OF UNDER SEAL FILING
 2 PROCEDURE

3 The parties further acknowledge, as set forth in Section 14.3, below, that
 4 this Stipulated Protective Order does not entitle them to file confidential
 5 information under seal; Local Civil Rule 79-5 sets forth the procedures that
 6 must be followed and the standards that will be applied when a party seeks
 7 permission from the court to file material under seal. There is a strong
 8 presumption that the public has a right of access to judicial proceedings and
 9 records in civil cases. In connection with non-dispositive motions, good cause
 10 must be shown to support a filing under seal. See Kamakana v. City and
 11 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.
 12 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony
 13 Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
 14 protective orders require good cause showing), and a specific showing of good
 15 cause or compelling reasons with proper evidentiary support and legal
 16 justification, must be made with respect to Protected Material that a party
 17 seeks to file under seal. The parties' mere designation of Disclosure or
 18 Discovery Material as CONFIDENTIAL or CONFIDENTIAL –
 19 ATTORNEYS' EYES ONLY does not— without the submission of
 20 competent evidence by declaration, establishing that the material sought to be
 21 filed under seal qualifies as confidential, privileged, or otherwise protectable—
 22 constitute good cause.
 23

24 Further, if a party requests sealing related to a dispositive motion or trial,
 25 then compelling reasons, not only good cause, for the sealing must be shown,
 26 and the relief sought shall be narrowly tailored to serve the specific interest to
 27 be protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th
 28 Cir. 2010). For each item or type of information, document, or thing sought to

1 be filed or introduced under seal, the party seeking protection must articulate
 2 compelling reasons, supported by specific facts and legal justification, for the
 3 requested sealing order. Again, competent evidence supporting the application
 4 to file documents under seal must be provided by declaration.

5 Any document that is not confidential, privileged, or otherwise
 6 protectable in its entirety will not be filed under seal if the confidential portions
 7 can be redacted. If documents can be redacted, then a redacted version for
 8 public viewing, omitting only the confidential, privileged, or otherwise
 9 protectable portions of the document, shall be filed. Any application that seeks
 10 to file documents under seal in their entirety should include an explanation of
 11 why redaction is not feasible.

12 4. DEFINITIONS

13 4.1 Action: *Keith Sanders v. Comenity Capital Bank et al.*, United States
 14 District Court, Central District of California, Case No. 8:22-cv-01687-JWH-
 15 JDE.

16 4.2 Challenging Party: a Party or Non-Party that challenges the
 17 designation of information or items under this Order.

18 4.3 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’
 19 EYES ONLY” Information or Items: information (regardless of how it is
 20 generated, stored or maintained) or tangible things that qualify for protection
 21 under Federal Rule of Civil Procedure 26(c), and as specified above in the
 22 Good Cause Statement.

23 4.4 Counsel: Outside Counsel of Record and House Counsel (as well
 24 as their support staff).

25 4.5 Designating Party: a Party or Non-Party that designates information
 26 or items that it produces in disclosures or in responses to discovery as
 27 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”
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1 4.6 Disclosure or Discovery Material: all items or information,
2 regardless of the medium or manner in which it is generated, stored, or
3 maintained (including, among other things, testimony, transcripts, and tangible
4 things), that are produced or generated in disclosures or responses to discovery.

5 4.7 Expert: a person with specialized knowledge or experience in a
6 matter pertinent to the litigation who has been retained by a Party or its counsel
7 to serve as an expert witness or as a consultant in this Action.

8 4.8 House Counsel: attorneys who are employees of a party to this
9 Action. House Counsel does not include Outside Counsel of Record or any
10 other outside counsel.

11 4.9 Non-Party: any natural person, partnership, corporation,
12 association or other legal entity not named as a Party to this action.

13 4.10 Outside Counsel of Record: attorneys who are not employees of a
14 party to this Action but are retained to represent a party to this Action and have
15 appeared in this Action on behalf of that party or are affiliated with a law firm
16 that has appeared on behalf of that party, and includes support staff.

17 4.11 Party: any party to this Action, including all of its officers,
18 directors, employees, consultants, retained experts, and Outside Counsel of
19 Record (and their support staffs).

20 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 4.13 Professional Vendors: persons or entities that provide litigation
23 support services (e.g., photocopying, videotaping, translating, preparing
24 exhibits or demonstrations, and organizing, storing, or retrieving data in any
25 form or medium) and their employees and subcontractors.

26 4.14 Protected Material: Disclosure or Discovery Material designated as
27 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”
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1 4.15 Receiving Party: a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3 5. SCOPE

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or
7 compilations of Protected Material; and (3) any testimony, conversations, or
8 presentations by Parties or their Counsel that might reveal Protected Material.

9 Any use of Protected Material at trial shall be governed by the orders of
10 the trial judge and other applicable authorities. This Order does not govern the
11 use of Protected Material at trial.

12 6. DURATION

13 Once a case proceeds to trial, information that was designated as
14 CONFIDENTIAL or CONFIDENTIAL ATTORNEYS' EYES ONLY or
15 maintained pursuant to this protective order used or introduced as an exhibit at
16 trial becomes public and will be presumptively available to all members of the
17 public, including the press, unless compelling reasons supported by specific
18 factual findings to proceed otherwise are made to the trial judge in advance of
19 the trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing "good cause"
20 showing for sealing documents produced in discovery from "compelling
21 reasons" standard when merits-related documents are part of court record).
22 Accordingly, the terms of this protective order do not extend beyond the
23 commencement of the trial.

24 7. DESIGNATING PROTECTED MATERIAL

25 7.1 Exercise of Restraint and Care in Designating Material for
26 Protection. Each Party or Non-Party that designates information
27 or items for protection under this Order must take care to limit any such
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1 designation to specific material that qualifies under the appropriate standards.
2 The Designating Party must designate for protection only those parts of
3 material, documents, items or oral or written communications that qualify so
4 that other portions of the material, documents, items or communications for
5 which protection is not warranted are not swept unjustifiably within the ambit
6 of this Order.

7 Mass, indiscriminate or routinized designations are prohibited.
8 Designations that are shown to be clearly unjustified or that have been made
9 for an improper purpose (e.g., to unnecessarily encumber the case development
10 process or to impose unnecessary expenses and burdens on other parties) may
11 expose the Designating Party to sanctions.

12 If it comes to a Designating Party's attention that information or items
13 that it designated for protection do not qualify for protection, that Designating
14 Party must promptly notify all other Parties that it is withdrawing the
15 inapplicable designation.

16 7.2 Manner and Timing of Designations. Except as otherwise
17 provided in this Order, or as otherwise stipulated or ordered, Disclosure of
18 Discovery Material that qualifies for protection under this Order must be
19 clearly so designated before the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic
22 documents, but excluding transcripts of depositions or other pretrial or trial
23 proceedings), that the Producing Party affix at a minimum, the legend
24 "CONFIDENTIAL" or "CONFIDENTIAL ATTORNEYS' EYES ONLY"
25 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected
26 material. If only a portion of the material on a page qualifies for protection, the
27 Producing Party also must clearly identify the protected portion(s) (e.g., by
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1 making appropriate markings in the margins).

2 A Party or Non-Party that makes original documents available for
3 inspection need not designate them for protection until after the inspecting
4 Party has indicated which documents it would like copied and produced.
5 During the inspection and before the designation, all of the material made
6 available for inspection shall be deemed “CONFIDENTIAL” or
7 “CONFIDENTIAL ATTORNEYS’ EYES ONLY.” After the inspecting
8 Party has identified the documents it wants copied and produced, the
9 Producing Party must determine which documents, or portions thereof, qualify
10 for protection under this Order. Then, before producing the specified
11 documents, the Producing Party must affix the “CONFIDENTIAL legend” to
12 each page that contains Protected Material. If only a portion of the material on
13 a page qualifies for protection, the Producing Party also must clearly identify
14 the protected portion(s) (e.g., by making appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party
16 identifies the Disclosure or Discovery Material on the record, before the close
17 of the deposition all protected testimony.

18 (c) for information produced in some form other than
19 documentary and for any other tangible items, that the Producing Party affix
20 in a prominent place on the exterior of the container or containers in which the
21 information is stored the legend “CONFIDENTIAL” or “CONFIDENTIAL
22 ATTORNEYS’ EYES ONLY.” If only a portion or portions of the
23 information warrants protection, the Producing Party, to the extent
24 practicable, shall identify the protected portion(s).

25 7.3 Inadvertent Failures to Designate. If timely corrected, an
26 inadvertent failure to designate qualified information or items does not,
27 standing alone, waive the Designating Party’s right to secure protection under
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1 this Order for such material. Upon timely correction of a designation, the
 2 Receiving Party must make reasonable efforts to assure that the material is
 3 treated in accordance with the provisions of this Order.

4 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
 6 designation of confidentiality at any time that is consistent with the Court's
 7 Scheduling Order.

8 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
 9 resolution process under Local Rule 37-1 et seq.

10 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
 11 joint stipulation pursuant to Local Rule 37-2.

12 8.4 The burden of persuasion in any such challenge proceeding shall be
 13 on the Designating Party. Frivolous challenges, and those made for an
 14 improper purpose (e.g., to harass or impose unnecessary expenses and burdens
 15 on other parties) may expose the Challenging Party to sanctions. Unless the
 16 Designating Party has waived or withdrawn the confidentiality designation, all
 17 parties shall continue to afford the material in question the level of protection
 18 to which it is entitled under the Producing Party's designation until the Court
 19 rules on the challenge.
 20

21 9. ACCESS TO AND USE OF PROTECTED MATERIAL

22 9.1 Basic Principles. A Receiving Party may use Protected Material that
 23 is disclosed or produced by another Party or by a Non-Party in connection
 24 with this Action only for prosecuting, defending or attempting to settle this
 25 Action. Protected Material shall not be used, directly or indirectly, by any
 26 person, for any business, commercial or competitive purposes or for any
 27 purpose whatsoever other than solely for the preparation for and trial of this
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1 action in accordance with the provisions of this Order. Such Protected
 2 Material may be disclosed only to the categories of persons and under the
 3 conditions described in this Order. When the Action has been terminated, a
 4 Receiving Party must comply with the provisions of section 15 below (FINAL
 5 DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving Party
 7 at a location and in a secure manner that ensures that access is limited to the
 8 persons authorized under this Order.

9 9.2 Disclosure of “CONFIDENTIAL” or “CONFIDENTIAL -
 10 ATTORNEYS’ EYES ONLY” Information or Items. Unless
 11 otherwise ordered by the court or permitted in writing by the Designating
 12 Party, a Receiving Party may disclose any information or item designated
 13 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY”
 14 only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this
 16 Action, as well as employees of said Outside Counsel of Record to whom it is
 17 reasonably necessary to disclose the information for this Action;

18 (b) the officers, directors, and employees (including House
 19 Counsel) of the Receiving Party to whom disclosure is reasonably necessary
 20 for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to
 22 whom disclosure is reasonably necessary for this Action and who have signed
 23 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and
 27 Professional Vendors to whom disclosure is reasonably necessary for this
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1 Action and who have signed the “Acknowledgment and Agreement to Be
2 Bound” (Exhibit A);

3 (g) the author or recipient of a document containing the
4 information or a custodian or other person who otherwise possessed or knew
5 the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses,
7 in the Action to whom disclosure is reasonably necessary provided: (1) the
8 deposing party requests that the witness sign the form attached as Exhibit A
9 hereto; and (2) they will not be permitted to keep any confidential information
10 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
11 A), unless otherwise agreed by the Designating Party or ordered by the court.
12 Pages of transcribed deposition testimony or exhibits to depositions that reveal
13 Protected Material may be separately bound by the court reporter and may not
14 be disclosed to anyone except as permitted under this Stipulated Protective
15 Order; and

16 (i) any mediators or settlement officers and their supporting
17 personnel, mutually agreed upon by any of the parties engaged in settlement
18 discussions.
19

20 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
21 PRODUCED IN OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other
23 litigation that compels disclosure of any information or items designated in this
24 Action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’
25 EYES ONLY” that Party must:

26 (a) promptly notify in writing the Designating Party. Such
27 notification shall include a copy of the subpoena or court order;

28 (b) promptly notify in writing the party who caused the subpoena

1 or order to issue in the other litigation that some or all of the material covered
 2 by the subpoena or order is subject to this Protective Order. Such notification
 3 shall include a copy of this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be
 5 pursued by the Designating Party whose Protected Material may be affected. If
 6 the Designating Party timely seeks a protective order, the Party served with the
 7 subpoena or court order shall not produce any information designated in this
 8 action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’
 9 EYES ONLY” before a determination by the court from which the subpoena
 10 or order issued, unless the Party has obtained the Designating Party’s
 11 permission. The Designating Party shall bear the burden and expense of
 12 seeking protection in that court of its confidential material and nothing in these
 13 provisions should be construed as authorizing or encouraging a Receiving
 14 Party in this Action to disobey a lawful directive from another court.

15 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO
 16 BE PRODUCED IN THIS LITIGATION

17 (a) The terms of this Order are applicable to information produced
 18 by a Non-Party in this Action and designated as “CONFIDENTIAL” or
 19 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information
 20 produced by Non-Parties in connection with this litigation is protected by the
 21 remedies and relief provided by this Order. Nothing in these provisions should
 22 be construed as prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery
 24 request, to produce a Non-Party’s confidential information in its possession,
 25 and the Party is subject to an agreement with the Non-Party not to produce the
 26 Non-Party’s confidential information, then the Party shall:

27 (1) promptly notify in writing the Requesting Party and the Non-
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1 Party that some or all of the information requested is subject to a
 2 confidentiality agreement with a Non-Party;

3 (2) promptly provide the Non-Party with a copy of the Stipulated
 4 Protective Order in this Action, the relevant discovery request(s), and a
 5 reasonably specific description of the information requested; and

6 (3) make the information requested available for inspection by the
 7 Non-Party, if requested.

8 (c) If the Non-Party fails to seek a protective order from this court
 9 within 14 days of receiving the notice and accompanying information, the
 10 Receiving Party may produce the Non-Party's confidential information
 11 responsive to the discovery request. If the Non-Party timely seeks a protective
 12 order, the Receiving Party shall not produce any information in its possession
 13 or control that is subject to the confidentiality agreement with the Non-Party
 14 before a determination by the court. Absent a court order to the contrary, the
 15 Non-Party shall bear the burden and expense of seeking protection in this court
 16 of its Protected Material.

17 12. UNAUTHORIZED DISCLOSURE OF PROTECTED 18 MATERIAL

19
 20 If a Receiving Party learns that, by inadvertence or otherwise, it has
 21 disclosed Protected Material to any person or in any circumstance not
 22 authorized under this Stipulated Protective Order, the Receiving Party must
 23 immediately (a) notify in writing the Designating Party of the unauthorized
 24 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
 25 Protected Material, (c) inform the person or persons to whom unauthorized
 26 disclosures were made of all the terms of this Order, and (d) request such
 27 person or persons to execute the "Acknowledgment an Agreement to Be
 28 Bound" attached hereto as Exhibit A.

1 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
2 OTHERWISE PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other
5 protection, the obligations of the Receiving Parties are those set forth in Federal
6 Rule of Civil\ Procedure 26(b)(5)(B). This provision is not intended to modify
7 whatever procedure may be established in an e-discovery order that provides for
8 production without prior privilege review. Pursuant to Federal Rule of
9 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect
10 of disclosure of a communication or information covered by the attorney-client
11 privilege or work product protection, the parties may incorporate their
12 agreement in the stipulated protective order submitted to the court.

13 14. MISCELLANEOUS

14 14.1 Right to Further Relief. Nothing in this Order abridges the right of
15 any person to seek its modification by the Court in the future.

16 14.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order, no Party waives any right it otherwise would have to object
18 to disclosing or producing any information or item on any ground not
19 addressed in this Stipulated Protective Order. Similarly, no Party waives any
20 right to object on any ground to use in evidence of any of the material covered
21 by this Protective Order.

22 14.3 Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with Local Civil Rule 79-5. Protected
24 Material may only be filed under seal pursuant to a court order authorizing the
25 sealing of the specific Protected Material. If a Party's request to file Protected
26 Material under seal is denied by the court, then the Receiving Party may file
27 the information in the public record unless otherwise instructed by the court.
28

15. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 6, within 60 days each Receiving Party must return all Protected Material to the Producing Party. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. The Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 6 (DURATION).

16. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

DATED: November 17, 2023

JOHN D. EARLY
United States Magistrate Judge

EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION – SANTA ANA

KEITH SANDERS,

Plaintiff,

v.

COMENITY CAPITAL BANK,
EXPERIAN INFORMATION
SOLUTIONS, INC.,

Defendants.

Case No. 8:22-cv-01687-JWH-JDE

ACKNOWLEDGMENT AND
AGREEMENT TO BE BOUND BY
STIPULATED PROTECTIVE
ORDER

I, _____, declare as follows:

1. My address is

_____.

2. My present employer is

_____.

3. My present occupation or job description is

_____.

4 I have received a copy of the Stipulated Protective Order entered
in this action on _____, 20____.

5. I have carefully read and understand the provisions of this
Stipulated Protective Order.

1 6. I will comply with all provisions of this Stipulated Protective
2 Order.

3 7. I will hold in confidence, and will not disclose to anyone not
4 qualified under the Stipulated Protective Order, any information, documents
5 or other materials produced subject to this Stipulated Protective Order.

6 8. I will use such information, documents or other materials
7 produced subject to this Stipulated Protective Order only for purposes of this
8 present action.

9 9. Upon termination of this action, or upon request, I will return and
10 deliver all information, documents or other materials produced subject to this
11 Stipulated Protective Order, and all documents or things which I have
12 prepared relating to the information, documents or other materials that are
13 subject to the Stipulated Protective Order, to my counsel in this action, or to
14 counsel for the party by whom I am employed or retained or from whom I
15 received the documents.

16 10. I hereby submit to the jurisdiction of this Court for the purposes of
17 enforcing the Stipulated Protective Order in this action.
18

19
20 I declare under penalty of perjury under the laws of the United States
21 that the following is true and correct.

22
23 Executed this ____ day of _____, 20__ at _____.

24
25
26 _____
27 QUALIFIED PERSON
28